

**MAIL TO:**

STATE OF UTAH  
 DIVISION OF PURCHASING  
 3150 STATE OFFICE BUILDING, CAPITOL HILL  
 P.O. BOX 141061  
 SALT LAKE CITY, UTAH 84114-1061  
 TELEPHONE (801) 538-3026  
<http://purchasing.utah.gov>

**Invitation to Bid**Solicitation Number: **GL5067**Due Date: **05/18/05 at 2:00 PM**

Date Sent: May 4, 2005

**Agency Contract**Goods and services to be purchased: **ALL WHEEL DRIVE FRONT END LOADER****Must Complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, Terms and Conditions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes _____ No _____. If no, enter where produced, etc. _____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

STATE OF UTAH  
DIVISION OF PURCHASING

Invitation to Bid

Solicitation Number: GL5067

Due Date: 05/18/05

Vendor Name:

Item#	Qty	Unit	Description	Unit Price	Extension
001	1	Each	All-Wheel Drive Front End Loader Purchase with possible Buy-Back Option, as per attached specifications.	\$	\$
This bid will result in: (1) an immediate purchase of the above quantities and items (2) and will also result in a Two (2) year agency contract with a Two (2)one- year renewal options.  Please complete Freight Charges box					

**REQUIREMENTS:**

This is an Invitation to Bid, therefore, you may either hand deliver or mail in your bid response. **Bid responses that are faxed in will NOT be considered.**

**CHANGES OR MODIFICATIONS TO PROCUREMENT:**

Any modification to this procurement effort shall be made in writing by addendum issued by the state division of purchasing. Only authorized and properly issued addenda shall constitute the official position of the state and shall be binding. Anyone submitting a response to this solicitation, with basis in or on other communication or information received from sources other than through official addendum, assumes full risk including the possibility of a determination of non-responsiveness and may be rejected at the sole discretion of the state.

**BID RESULTS:**

Bid Tabulations will usually be posted within 48 hours after bid closing at [www.purchasing.utah.gov](http://www.purchasing.utah.gov) > Current Bids > Bid Tabulations/Awards > go to bid number, open "File (PDF)".

**QUESTIONS:**

For questions regarding the specifications, please contact Paul Rottmann at 801-965-4078

For bid processing questions, please contact David Gill at 801-538-3254 or [dgill@utah.gov](mailto:dgill@utah.gov).

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Reference: RX 810 56300000031

Commodity Code: 76051

STATE OF UTAH  
DIVISION OF PURCHASING

Invitation to Bid

Solicitation Number: GL5067

Due Date: 05/18/05

Vendor Name:

Ship To: Department of Transportation  
Central Shops  
4501 South 2700 West  
Salt Lake City, UT 84119

FREIGHT CHARGES

SHIPPING POINT AND ZIP CODE	
SHIPPING WEIGHT	
MODE OF TRANSPORTATION (Please check one)	
<div>Q Small package/Ground</div> <div>Q LTL(Less than truck load) NMFC Class # _____ NMFC Item # _____</div> <div>Q Truckload</div> <div>Q Air</div> <div>Q Other (Please specify)</div>	
TOTAL PRICE LESS FREIGHT (FOB Origin)	\$
TOTAL PRICE INCLUDING FREIGHT (FOB Destination)	\$

## INVITATION TO BID - INSTRUCTION AND GENERAL PROVISIONS

**1. BID PREPARATION:** (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing quotation. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time is critical and must be adhered to as specified. (e) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the Division of Purchasing & General Services (DIVISION). If the vendor lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. All bids must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) By signing the bid the vendor certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (g) This bid may not be withdrawn for a period of 60 days from bid due date.

**2. SUBMITTING THE BID:** (a) The bid must be signed in ink, sealed in a properly addressed envelope, and delivered to the DIVISION OF PURCHASING (DIVISION), 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." **The "Bid Number" and "Due Date" must appear on the outside of the envelope.** (b) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (c) **Your bid will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of bids to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the bid for consideration and approval by the DIVISION. Upon award of the contract, the shipping terms will be F.O.B. Destination with all transportation and handling charges paid by the Contractor, unless otherwise specified by the DIVISION.

**3. SOLICITATION AMENDMENTS:** All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

**4. PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for nondisclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not to be considered proprietary. Bids submitted may to be reviewed and evaluated by any persons at the discretion of the state.

**5. SAMPLES:** Samples of item(s) specified in this bid, when required by DIVISION, must to be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, to be returned at the bidder's expense.

**6. WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

**7. DIVISION APPROVAL:** Purchase orders placed, or contracts written, with the state of Utah, as a result of this bid, will not to be legally binding without the written approval of the director of the DIVISION.

**8. AWARD OF CONTRACT:** (a) the contract will to be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will to be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened publicly in the presence of one or more witnesses. the name of each bidder, and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. the DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any and all bids. And it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will to be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

**9. ANTI-DISCRIMINATION ACT:** The bidder agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also bidder agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

**10. DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

**11. ENERGY CONSERVATION AND RECYCLED PRODUCTS:** The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

**12. GOVERNING LAWS AND REGULATIONS:** All state purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Regulations as adopted by the Utah State Procurement Policy Board. These are available on the Internet at [www.purchasing.utah.gov](http://www.purchasing.utah.gov).

## ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
7. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.
14. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
15. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable

for any special purposes that the State has relied on the contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

16. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, and may be available for distribution, and Contractor gives the State express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
17. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
18. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
19. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card.
20. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
21. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract:
  1. Nonperformance of contractual requirements;
  2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following:
    1. Exercise any remedy provided by law;
    2. Terminate this contract and any related contracts or portions thereof;
    3. Impose liquidated damages, if liquidated damages are listed in the contract;
    4. Suspend Contractor from receiving future solicitations.
23. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
24. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-73, Utah Code Annotated, 1953, as amended).
25. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be:
  1. State Standard Terms and Conditions;
  2. State Special Terms and Conditions;
  3. Contractor Terms and Conditions.

(Revision date: Nov 21, 2003)

# **WHEELED FRONT-END LOADER, ALL-WHEEL DRIVE**

## **Bid Specification**

### **PART I: GENERAL BID REQUIREMENTS AND INFORMATION**

#### **1. Introduction.**

- 1.1 Utah Department of Transportation (UDOT) Equipment Operations Division is seeking bids with the intent to establish a two (2) year, with two one-year renewal options, requirements contract, with an initial purchase of four (4) new wheeled, all wheel drive front-end loaders that is all-wheel. **This bid may result in a multiple contract awards.**
- 1.2 This purchase is unique from previous equipment purchases in that UDOT is seeking an optional buy-back as agreed in this specification. The buy-back price will be used along with the basic purchase price in determining low bid.

2. **Bid Point of Contact.** All inquiries pertaining to this bid shall be in writing and submitted via email or fax to the purchasing agent listed below.

Purchasing Agent: Paul Rottmann  
FAX Number: (801) 965-4818  
E-MAIL: [prottmann@utah.gov](mailto:prottmann@utah.gov)

3. **Bonding Requirements.** A performance bond is required in the amount of 10% of the buy back price the Bidder submits in paragraph 3.2. The performance bond shall be delivered by the Contractor to the State within ten (10) days after being notified of the State's desire to exercise the buy back option. The State is planning on notifying the Contractor within ten (10) days after contract award of their decision. If the Contractor fails to deliver the required performance bond, the Contractor's bid shall be rejected and award of the contract shall be made to the next lowest responsible and responsive Bidder. An acceptable bond shall be limited to a bond underwritten by a company licensed to issue bonds in this State, cashier or certified check drawn by a federally insured financial institution, or cash.
4. **Bid Submittal Requirements.** Bidders must submit the following to have bids considered:
  - 4.1 Completed ITB form signed by a representative authorized to bind the Bidder.
  - 4.2 Warranty sheet verification.
  - 4.3 Pricing described in Part IV: Bid Pricing.
  - 4.4 Copy of detailed specification indicating Bidder meets or exceeds stated requirements.
  - 4.5 Complete equipment specifications along with descriptive literature.
  - 4.6 Completed questionnaire found in appendix A of this bid specification.
  - 4.7 Source list for parts and service.
  - 4.8 Letter or certificate from a surety firm certifying Bidder's ability to obtain a performance bond.

## PART II: TECHNICAL REQUIREMENTS

### 1. General Equipment Requirements

The loader shall be a new, standard production model of manufacture's latest current design. Although not specifically covered herein, all parts necessary to provide a 100% complete and functional unit shall be furnished. Unit provided shall include all accessories customarily furnished with this type configuration. Such parts shall conform to current industry standards relative to quality of material and workmanship, reliability, maintainability, and durability.

- 2. Descriptive Equipment Specification – 2-3/4 Cubic Yard Loader.** The front-end loader described in these specifications shall be a standard product of the manufacturer and shall be complete when delivered from the factory with all equipment attachments installed, and shall include, but not be limited to, the following minimum specifications.

### 3. Description

Meets or Exceeds  
Specification Line Item  
(Yes/No)

- |   |       |
|---|-------|
| 3.1 Type- Pneumatic tired articulated.  | _____ |
| 3.2 Warranty sheet and verification to be supplied at time of bid.  | _____ |
| a. 100% parts and labor for entire unit bid, excluding routine lubrication, fuels, oils, tires, antifreeze, batteries, lights, paint, fuses, glass, and auxiliary equipment manufacturer's attachments. | _____ |
| b. Scheduled oil sampling at prescribed intervals.  | _____ |
| c. Annual time and mileage to perform warranty work.  | _____ |
| d. Travel time and mileage to perform warranty work.  | _____ |
| 3.3 Requirement- Shall not have a date of manufacturer any earlier than July 1, 2005.   | _____ |
| 3.4 Paint-Manufacturer's standard.  | _____ |



Meets or Exceeds  
Specification Line Item  
(Yes/No)

3.5. **Cab**

- a. Type- Fully enclosed, weatherproof and rear ride. \_\_\_\_\_
- b. Glass- Safety type for all windows with sliding ventilation right and left doors. \_\_\_\_\_
- c. ROPS- Manufacturer's standard. \_\_\_\_\_
- d. Seat Belt- Manufacturer's standard. \_\_\_\_\_
- e. Seat- Fully adjustable, deluxe cloth covered, dual arm rests, air suspension type with 4-way adjustments up, down, forward, and backward. \_\_\_\_\_
- f. Steering Wheel- Shall tilt up and down with infinite adjustment. \_\_\_\_\_
- g. Insulation- Soundproofing to meet federal requirements at ear level with door closed. \_\_\_\_\_
- h. Air Conditioning- Manufacture's standard; factory installed. \_\_\_\_\_
- i. AM/FM Stereo/CD Radio-OEM standard. \_\_\_\_\_
- j. Mirrors- Manufacturer's deluxe mirror package with dual exterior mirrors. \_\_\_\_\_
- k. Windshield Wipers- Manufacturer's standard for both front and rear windows with electrically operated washers. \_\_\_\_\_
- l. Heater/Defroster/Pressurizer- Manufacturer's standard cold weather operation. \_\_\_\_\_
- m. Sun Visor, Manufacturer's standard. \_\_\_\_\_
- n. Handholds and steps, ergonomically located and slip resistant. \_\_\_\_\_

3.6. **Diesel Engine**

- a. Tier II certified- 4-cycle design- gross hp 148 net hp 135. \_\_\_\_\_
- b. Maximum Speed- 2000 rpm. Peak torque @ 1200 rpm. \_\_\_\_\_

Meets or Exceeds  
Specification Line Item  
(Yes/No)

- c. Oil Filter- Heavy duty canister or spin-on throw away type. \_\_\_\_\_
- d. Air Cleaner- Heavy duty 2-stage dry type with restriction indicator. \_\_\_\_\_
- e. Block Heater- Manufacturer's standard electric with stationary receptacle. \_\_\_\_\_
- f. Cold Weather Starting Aid- Shall be equipped with one of the following: Turner electric quick start, individual cylinder glow plug or manifold pre-heater. \_\_\_\_\_
- g. Exhaust- Muffler and rain cap or curved exhaust. \_\_\_\_\_
- h. Engine Side Panels- Hinged type or one-piece tilting hood. \_\_\_\_\_
- i. Engine Oil Sampling Fitting- Shall be a Titan Laboratories Model No. OD1014 or equal. \_\_\_\_\_
- j. Hydraulic reversing fan. \_\_\_\_\_

3.7 **Transmission**

- a. Type - 2 speed hydrostatic, full power shift or power shift Multi-speed with modulation or automatic transmission with four mode select system. \_\_\_\_\_
- b. Speeds- 3 forward and 3 reverse or 4 forward and 4 reverse. with single or dual lever control. \_\_\_\_\_
- c. Torque Converter- Single stage or lock up torque converter. \_\_\_\_\_
- d. Filter- Manufacturer's standard spin-on type, vertically mounted. \_\_\_\_\_
- e. Oil Sampling Fitting- Shall be a Titan Laboratories Model No. OD1014 or equal. \_\_\_\_\_

3.8 **Axles**

- a. Type- Inboard or outboard planetary or semi-floating 4 wheel drive. \_\_\_\_\_
- b. Front- Fixed. \_\_\_\_\_

Meets or Exceeds  
Specification Line Item  
(Yes/No)

c. Rear- 20 degree minimum total oscillation.

\_\_\_\_\_

d. Differential- Shall be equipped with front and rear limited slip differentials or an operator controlled front differential lock. Four wheel drive is acceptable.

\_\_\_\_\_

3.9 **Steering**

a. Type- Full power center point articulation.

\_\_\_\_\_

b. Articulation- 40 degrees minimum each direction.

\_\_\_\_\_

3.10 **Brakes**

a. Type- 4 wheel hydraulic power or air over hydraulic. Must include moisture protector if equipped with air.

\_\_\_\_\_

b. Requirements- Must meet federal standards.

\_\_\_\_\_

c. Parking- Mechanical type, wet multi-disc, pull cable or electrically controlled and equipped with both visual and audible warning device for park brake activation.

\_\_\_\_\_

3.11 **Bucket**

a. Type- General Purpose with spill plate and bolt-on cutting edge.

\_\_\_\_\_

b. Requirements- Bucket width must exceed overall tire width and loader bucket tip linkage shall be a Z-bar type or approved equal.

\_\_\_\_\_

c. Accessories- Automatic bucket positioner lift kick-out return to dig.

\_\_\_\_\_

d. Sealed pins and bushings- Manufacturer's standard for all lift arms and bucket hinge points.

\_\_\_\_\_

e. Controls- Shall utilize a single or dual lever control for bucket raise/lower and dump/rollback.

\_\_\_\_\_

Meets or Exceeds  
Specification Line Item  
(Yes/No)

3.12 **Hydraulic System**

- a. Type- Open or closed and pressurized. \_\_\_\_\_
- b. Cylinders-Shaft chromed \_\_\_\_\_
- c. Tank-Manufacturer's standard with reservoir sight glass \_\_\_\_\_
- d. Lift Circuit- Positions for raise, hold, lower and float,  
boom kick-out. \_\_\_\_\_
- e. Tilt Circuit- Positions for roll back, hold, and dump,  
bucket tilt kick-out \_\_\_\_\_
- f. Controls- Manufacturer's standard with hydraulic lever lockout. \_\_\_\_\_
- g. Oil Cooler- Manufacturer's standard. \_\_\_\_\_

3.13 **Accessories**

- a. Warning lights- Roof-mounted dual rotator.  
Rotator to be supplied by UDOT. \_\_\_\_\_
- b. Alternator- 70 amp 24 volt minimum, rated for air-conditioning. \_\_\_\_\_
- c. Battery- Manufacturer's standard heavy-duty. \_\_\_\_\_
- d. Horn- Manufacturer's standard. \_\_\_\_\_
- e. Backup Alarm- Preco-matic self adjusting type or equal. \_\_\_\_\_
- f. Lights- Front and rear work lights, driving lights, and tail/stop  
and turn signals. \_\_\_\_\_
- g. Vandalism Protection- Locks for fuel tank, hydraulic tank,  
engine compartment, radiator, and cab. \_\_\_\_\_
- h. Gauges or Lights- Engine temperature, engine oil pressure  
transmission oil temperature, hour meter, charge rate gauge,  
and fuel. Air pressure gauge required if equipped with air brake. \_\_\_\_\_
- i. Draw bar- Manufacturer's standard. \_\_\_\_\_

Meets or Exceeds  
Specification Line Item  
(Yes/No)

- |      |   |       |
|------|---|-------|
| j.   | Fenders- Front and rear that provide clearance for tire chains to be used on all four wheels.   | _____ |
| k.   | Warning devices- For low pressure, high engine temperature, and low air pressure.   | _____ |
| l.   | Ride Control System- Operator controlled nitrogen oil accumulator installed in line with the loader lift cylinders to control fore and aft pitching during transport. | _____ |
| m.   | Slow-Moving Vehicle Emblem, Manufacturer's standard, mounted to the rear.   | _____ |
| 3.14 | Engine Horsepower- 135 net minimum flywheel horsepower.   | _____ |
| 3.15 | Tires- 20.5-25 12 PL L3 radial tires, Goodyear or Michelin.   | _____ |
| 3.16 | Bucket Capacity- 2-3/4 cubic yards nominally heaped, with bolt-on Cutting edge.   | _____ |
| 3.17 | Operating Weight- 25,000 lb. Minimum.   | _____ |
| 3.18 | Tipping Load Straight Ahead- 20,000 lb. minimum.  | _____ |
| 3.19 | Tipping Load at 40 Degree Turn- 15,000 lb. minimum.   | _____ |
| 3.20 | Breakout Force- 24,000 lb. minimum with cutting edge.   | _____ |
| 3.21 | Dumping Height- 108" at 45-degree dumping angle minimum.  | _____ |
| 3.22 | <b>CCACL2 in rear tires is not acceptable.</b>  | _____ |

### **PART III: DELIVERY**

1. Loader shall be delivered, at no additional charge, to:

UDOT Prep Shop  
4501 S 2700 W  
Salt Lake City, Utah 84119

2. Delivery shall be made not later than 1 September 2005

3. Unloading and servicing at the delivery location shall be the responsibility of successful bidder. Unit shall not be delivered under its own power in excess of five miles.
4. The unit shall be complete, with all accessories and equipment in place and ready for use, when delivered to the Utah Department of Transportation.
5. **Late Delivery**: If the Bidder fails to deliver the unit on time, a replacement comparable unit shall be provided to the State at no cost until the new purchased unit is delivered.

#### **PART IV: MANUALS AND OTHER DOCUMENTATION.**

1. The following documents shall be provided with the unit when delivered at no additional cost:
  - 1.1 Dealers invoice
  - 1.2 Copy of warranty
  - 1.3 One copy of the operator manuals for each unit.
  - 1.4 Ten complete sets of manuals including parts list and repair manual. Compact Disks are acceptable.
2. All documentation shall show owner/purchaser as: **STATE OF UTAH DOT**
3. Invoices will not be approved for payment until all documentation and manuals have been received by UDOT.

#### **PART V: PARTS SERVICE AND TRAINING:**

1. Supplier shall provide a list of sources for parts and service of proposed equipment. Service center shall be located in the Salt Lake City, Utah area. Consideration will not be given to bidders unable to provide adequate service facilities and availability of replacement parts.
2. **Training**. The loader shall be complete and ready for operation when delivered. A minimum of one day of training will be provided at the delivery location.

## **PART VI: BID PRICING**

### **1. Direct Purchase**

Please list the purchase price for the 2-3/4 C.Y. Loader:

1 unit \$ \_\_\_\_\_

### **2. Direct Purchase With Buy-Back (Optional)**

Please list the purchase price for the loaders with the amount that you, the vendor, will reimburse UDOT to buy back this 2-3/4 CY loader at the dates listed below. UDOT will pay full price for the unit and own the unit until the end of the buy-back contract (see Appendix B). Loader shall not be returned before agreement from buy-back agreement.

<u>Unit Amount</u>	<u>1 year Buy Back Amount</u>	<u>Cost per hour over 500 hrs</u>
\$ _____	\$ _____	\$ _____
	<u>2 year Buy Back Amount</u>	<u>Cost per hour over 1000 hrs</u>
	\$ _____	\$ _____
	<u>3 year Buy Back Amount</u>	<u>Cost per hour over 1500 hrs</u>
	\$ _____	\$ _____

UDOT will determine which bid is in the best interest of the state, based on average annual ownership costs of the bids received. If the buy-back option is chosen, the successful vendor will then be required to complete Appendix B of the specifications and obtain a performance bond in the amount of 100% of the buy-back amount.

Award will be on the lowest cost to the state.

Average monthly cost will be determined as follows:

### 3. Cost Determination

#### 3.1 Direct Purchase

The average monthly cost will be determined by straight-line depreciation. The monthly depreciation formula is calculated below. UDOT utilizes a 20 percent salvage value with a useful life of 12 years.

Example:

Purchase Price	\$100,000	
Annual Depreciation	$\frac{\text{Purchase Price} \times .80}{\text{Useful Life}}$	
	$\frac{\$100,000 \times .80}{12}$	
Monthly Depreciation	$\frac{\$6,666.66}{12}$	= \$555.55 Monthly Depreciation

#### 3.2 Direct Purchase With Buy-Back

The average monthly cost will be determined by subtracting the buy-back price from the purchase price and dividing that amount by the respective number of months.

The **ALoss of Interest@** on the purchase price will be calculated on the difference in the purchase price compared to the lowest purchase price offered. This will be calculated at **2** of 1 percent per month (6 percent simple interest annually).

The bid award will be calculated on the average monthly cost plus the **ALoss of Interest@** on the purchase price.

Example:	<u>Bidder A</u>	<u>Bidder B</u>
Purchase Price	\$100,000	\$105,000
Buy-Back Amount	\$75,000	\$ 90,000
Buy-Back Date	January 1, 2009	January 1, 2009
Monthly Ownership Cost	$\frac{\$100,000 - \$75,000}{60 \text{ Months}}$ \$416.66/Month	$\frac{\$105,000 - \$90,000}{60 \text{ months}}$ \$250.00/Month
<b>ALoss of Interest@</b> (Purchase Price)	$\frac{(\$100,000 - \$100,000) \times .06}{12 \text{ Months}}$ \$0 (Lowest Purchase Price Bid)	$\frac{(\$105,000 - \$100,000) \times .06}{12 \text{ Months}}$ \$25/Month
Total Monthly Cost	(416.66 + \$0) \$416.66	(\$250.00 + \$25.00 + \$0) \$275.00

- 4. Method of Award.** Based on examples, the direct purchase with the buy-back from bidder B offers the state the lowest monthly ownership cost, and it would be this value that would be utilized to determine the low responsive bid among all bidders.



## APPENDIX A: QUESTIONNAIRE

1. Make and Model \_\_\_\_\_
2. Shipping Weight (SAE J732b) \_\_\_\_\_ lb.
3. Overall Width (over tires) \_\_\_\_\_ In.
4. Operation Load (SAE J818a) \_\_\_\_\_ lb.
5. Tipping Load Straight (SAE J732b) \_\_\_\_\_ lb.
6. Tipping load 40 degree turn. \_\_\_\_\_ lb.
7. Hydraulic Lift Capacity at 18" (SAE J732b) \_\_\_\_\_ lb.
8. Bucket Capacity Heaped. \_\_\_\_\_ c.y.
9. Bucket Width General Purpose. \_\_\_\_\_ in.
10. Alternator Size. \_\_\_\_\_ amps
11. Battery Size and number \_\_\_\_\_ CCA
12. Hydraulic Pump Capacity at Governed Engine Speed \_\_\_\_\_ gpm
13. Raising Time to Full Height (SAEJ732b) \_\_\_\_\_ sec.
14. Tire Size, Ply Rating, and Type \_\_\_\_\_
15. Engine Make and Model \_\_\_\_\_
16. Engine Rated BHP (SAE 816a) at Governed RPM \_\_\_\_\_ HP
17. Engine Cubic Inch Displacement \_\_\_\_\_
18. Fuel Tank Capacity \_\_\_\_\_ gal
19. Counterweight Added \_\_\_\_\_ lb.

## **APPENDIX B: BUYBACK CONTRACT**

The purpose of the following contract is to establish the obligations for the Utah Department of Transportation and the successful bidder listed below.

The successful bidder will guarantee to purchase from the Utah Department of Transportation the equipment listed below for the sum of (\$\_\_\_\_\_) lawful money of the United States. This payment is due on or before \_\_\_\_\_. Failure to make this payment by the successful bidder will result in the Utah Department of Transportation collecting the monies due from the performance bond.

In consideration for this payment, the Utah Department of Transportation will provide the following:

1. The equipment will be used by the Utah Department of Transportation to maintain Utah highways.
2. The equipment will be maintained in accordance with the criteria set forth in these specifications and the operator's manual.
3. The equipment will have less than 500 operating hours per year and be in good condition at the time of the payback.
4. The equipment will be available to the successful bidder at the location of delivery upon receipt of payment to the Utah Department of Transportation.

In case of change of corporate structure or loss of identity by assimilation or merger with any other companies, this agreement shall remain in effect and be binding on the successor company(ies).

The Utah Department of Transportation reserves the right to sell, trade, retain, or otherwise dispose of the equipment purchased under this agreement, at its discretion at any time. The Utah Department of Transportation will notify the successful bidder if any of these options are exercised, in writing, within ten (10) days after contract award.

Equipment to be purchased:

Make	Model	Vehicle Identification Number	Description
_____	_____	_____	_____

Signed:

Successful Bidder

UDOT Equipment Operations Manager

_____	_____	_____	_____
(Signature)	(Date)	(Signature)	(Date)

_____	_____
(Print Name)	(Print Name)

_____	Equipment Specialist
(Title)	

_____	_____
(Signature)	(Date)

Corporate Name and Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_